

EXHIBIT 1

CONFIDENTIALITY AGREEMENT

This Agreement, effective the last date of signature below, is entered by and between the following Parties whose addresses are as follows:

Northern Divers USA.
10404 Fox Bluff Ln.
Spring Grove, IL 60081
(Hereinafter "Northern Divers")

*Name James H. Lewis
Address Alloway Creek Neck Road
City, State, Zip Hancocks Bridge NJ 08038
(Hereinafter "COMPANY")

- A. Northern Divers is the owner of certain confidential information and inventions relating to water sampling and analysis (hereinafter the "System"), as well as associated documentation, and all intellectual property rights thereto.
- B. It is necessary for Northern Divers to disclose to COMPANY certain Confidential Information relating to the System for the purpose of evaluating the use of COMPANY's products and/or services in connection with the System ("Purpose").
- C. This Agreement sets out the terms under which information relating to the System will be considered confidential and subject to obligations of confidentiality and non-use.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and obligations set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions

- a. Confidential Information. In this Agreement, the term "Confidential Information" is defined as any and all information not generally known to the public, technical or otherwise, disclosed to COMPANY regarding the System, whether disclosed in writing, orally, visually, by submission of products or samples or other materials, or otherwise. Confidential Information includes, but is not limited to, Northern Divers interest in the System and Purpose, Work Product, trade secrets, specifications, technical descriptions, discussions with Northern Divers, and that fact that Northern Divers is working with COMPANY.

Confidential Information excludes the following information, which COMPANY shall be Free to use or disclose and has the burden of proving:

- i. was publicly available at the time Northern Divers disclosed the Information to COMPANY;
 - ii. became publicly available through no fault of COMPANY after Northern Divers disclosed the information to COMPANY;
 - iii. was received in good faith by COMPANY from a third party, who Was not under an obligation of confidentiality or non-use as to such Information; or
 - iv. was developed independently by COMPANY prior to disclosures By Northern Divers made under this Agreement, as evidenced by COMPANY's written records.
- b. Work Product. "Work Product" hereunder is defined as any new Inventions, discoveries, improvements, designs, processing methods, formulations, drawings, writings, computer software, or other items and innovations relating to the System, which are created for Northern Divers under this Agreement.

2. Confidentiality and Non-Use.

- a. Obligations of Confidentiality and Non-Use. COMPANY further agrees that for as long as any Confidential Information exists, COMPANY will use reasonable efforts not to engage in any action that would or could result in or lead to the commingling of the Confidential Information with other information otherwise maintained or acquired by COMPANY.
- (i) No Commingling with other Information. COMPANY further Agrees that for as long as any Confidential Information exists, COMPANY will use reasonable efforts not to engage in any action that would or could result in or lead to the commingling of the Confidential Information with other information otherwise maintained or acquired by COMPANY.
- b. Disclosure to Employees or Agents. COMPANY further agrees to limit Disclosure of Confidential Information to only those employees of COMPANY who need to know such Confidential Information to assist COMPANY in accomplishing the Purpose set forth above and then only to those employees who have been advised that such information is Confidential Information belonging to Northern Divers and have agreed in writing to be bound by the same obligations of confidentiality and non-use as COMPANY under this agreement.

- c. Disclosure of the Agreement. COMPANY agrees not to disclose to third Parties the existence of this Agreement, either Party's interest in the subject matter of this Agreement, or the fact that the Parties are working together, without Northern Divers prior written consent. COMPANY further agrees not to release for publication any presentations, articles, case studies, or public relations or advertising materials that relate to COMPANY's role or Purpose hereunder and that disclose or imply Northern Divers name or refer to any Northern Divers personnel, without Northern Divers prior review and written consent.
 - d. Permissible Disclosures. COMPANY shall not be precluded from Disclosing Confidential Information in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof or is otherwise required to be disclosed by law; provided, however, that COMPANY shall first have given written notice to Northern Divers so that Northern Divers may seek an appropriate protective order.
3. Term of Obligations. All disclosures shall be completed within one (1) year From the effective date of this Agreement. COMPANY's obligations of confidentiality and non-use shall expire eight (8) years from the effective date of this Agreement. COMPANY's obligations of confidentiality and non-use shall survive the termination of the Agreement.
4. Return of Northern Divers Property. COMPANY agrees that all information, Materials, including documents, provided to COMPANY by Northern Divers shall remain the property of Northern Divers. After the Purpose stated above is accomplished, or at any other time upon Northern Divers request, COMPANY shall promptly return or destroy, at Northern Divers direction, all documents, samples, or other materials containing or relating to Confidential Information, whether created by Northern Divers or by COMPANY at the request of Northern Divers including any reports, writings, data, notes, or records, in any format whatsoever. COMPANY shall not retain any copy thereof.
5. COMPANY-Provided Information. In the absence of a written agreement to The contrary, Northern Divers shall not have any confidentiality obligations relating to information Northern Divers receives from COMPANY, including products, documents or other materials submitted by COMPANY. Northern Divers shall be free from liability to disclose or use such information, provided that such use does not infringe a valid patent or copyright belonging to a third party. COMPANY shall not disclose any information to Northern Divers that COMPANY knows, or has reason to know, misappropriates any trade secret or infringes a property right belonging to a third party.

6. **Newly Developed Technology.** In the event that Work Product is created relating to the System and pursuant to the Purpose set forth above, Northern Divers and COMPANY agree that any such Work Product, whether or not patentable, copyrightable or protectable by a trademark, shall be Northern Divers sole and exclusive property, regardless of whether such Work Product is conceived, reduced to practice, produced or authored solely by COMPANY, solely by Northern Divers, or jointly by COMPANY and Northern Divers. At no time are there to be any contingent or continuing fees (such as royalties, commissions or profit participation) payable by Northern Divers in connection with such Work Product.
 - a. COMPANY agrees that all copyrightable Work Product shall be "work for hire" and that if the Work Product is determined to not be a "work for hire," COMPANY agrees to then assign to Northern Divers the copyright of that Work Product. COMPANY expressly waives any and all right of prior use and any rights of attribution or integrity that COMPANY may have in the Work Product, and such waiver shall apply to any and all uses or changes made of the Work Product.
7. **Conflict of Interest.** COMPANY confirms that COMPANY has no obligations To any third party that bars COMPANY from entering into this Agreement. COMPANY agrees to immediately notify Northern Divers of any potential or actual conflicts of interest that arise between COMPANY's contractual relationship to Northern Divers under this Agreement and COMPANY's past or current responsibilities or obligations to any third party.
8. **No Grant or License.** No rights or licenses under any patent, Confidential Information, know-how, or other proprietary right owned by one party are granted to the other under this Agreement.
9. **Disclaimer of Other Relationships.** This Agreement does not create an agency, Partnership, joint venture, license, or other joint relationship between the Parties.
10. **No Obligations to Enter into a Subsequent Contract.**
 - a. This Agreement does not obligate either Party to enter into any further Transaction, agreement, or other arrangement with the other Party.
 - b. If the Parties mutually agree that further testing or trials are necessary Prior to entering into a subsequent contract, the terms and conditions of such testing (including the price paid by Northern Divers, if any) will be confirmed in writing between the Parties prior to the test.

11. **Termination.** Each party shall have the right to terminate this Agreement upon Ten (10) days' advance written notice to the other. Termination of the Agreement shall terminate the disclosure of Confidential Information to COMPANY but shall not terminate COMPANY's obligation of confidentiality and non-use under this Agreement. Such obligations to maintain the confidentiality of Confidentiality Information received from Northern Divers shall survive and continue after expiration of termination of the Agreement.
12. **Entire Agreement and Modification.** This Agreement supersedes all prior Agreements between Northern Divers and COMPANY concerning the Confidential Information and constitutes the entire agreement between the Parties with respect to the Purpose. This Agreement cannot be amended without an express written agreement executed by both Parties.
13. **Governing Law and Dispute Resolution.** The laws of the State of Illinois shall Govern this Agreement, without regard to its conflicts or choice of law principles. The Parties consent to the exclusive jurisdiction and venue of the federal and state courts of competent jurisdiction in the State of Illinois for the resolution of any suit, controversy, or claim arising under or by reason of this Agreement.
14. **Injunctive Relief.** Because of COMPANY's access to Northern Divers Confidential Information, COMPANY acknowledges and understands that a breach of this Agreement will cause immediate and irreparable injury to Northern Divers, for which full damages cannot readily be calculated and for which damages are an inadequate remedy. COMPANY agrees that Northern Divers shall be entitled to injunctive relief, along with reasonable attorneys' fees and court costs, to prevent any such breach or any threatened or continuing breach by COMPANY.
15. **Benefit.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors. The obligations and benefits of this Agreement are not assignable.
16. **Waiver.** The failure by either party to require the other party's performance of any provision of this Agreement, or waiver by either party of any breach of this Agreement by the other party, shall not in any way prevent subsequent enforcement of such provision nor be deemed a waiver of any subsequent breach of the same provision.

17. **Severability.** If any provision of this Agreement is determined to be too broad To permit enforcement to its full extent, such provision shall be enforced to the maximum extent permitted by law; and the Parties agree that the scope of the provision may be judicially modified accordingly. The invalidity or unenforceability of any provision of the Agreement, or portion thereof, shall not affect the validity or enforceability of any other provision.
18. **Counterparts.** For the convenience of the Parties, this Agreement may be Executed in one or more counterparts, each of which shall be deemed an original for all purposes, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed the Agreement.

Northern Divers USA Inc.

By: 

Name: FRANK FROSOLONE
(Printed or typed name)

Title: PRESIDENT

Date: 1/27/15

By: 

Name: James H Lewis
(Printed or typed name)

Title: Technical Specialist

Date: 1/28/15